

JUN 23 1997

CABLE TELEVISION LICENSE

GRANTED TO

A-R CABLE-SERVICES, INC.

**BOARD OF SELECTMEN
TOWN OF LUNENBURG, MA**

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AGREEMENT -made as of the of between BOARD OF SELECTMEN OF THE TOWN OF LUNENBURG, MASSACHUSETTS, as Issuing Authority of the renewal of the cable television license(s) under M.G.L c.166A ("Town") and AR CABLE SERVICES, INC. ("A-R"), having its principal office at One Media Crossways, Woodbury, New York 11797.

WHEREAS, A-R has applied to the Town for a renewal of its franchise granting it the right to construct and operate a cable television system within the geographical boundaries of the Town; and

WHEREAS, A-R is providing such service to the Town pursuant to a franchise agreement dated March 9, 1981, as successor in interest to Montachusett Cable Television, Inc. (the "Existing Franchise"); and

WHEREAS, the Town pursuant to Chapter 166A and Chapter 1103 of the General Laws of the Commonwealth of Massachusetts, as amended, is authorized to grant one or more non-exclusive, revocable renewal licenses to construct, upgrade, operate and maintain a Cable Television System t within the Town; and

WHEREAS, the Town has determined that it is in the best interests of the Town to grant a non-exclusive Renewal License to A-R.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Definition: For the purposes of this franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory.

i(a) "Public Safety Access Code" means any information that is stored in, transmitted by, or received by a public safety answering point, which is used to identify the caller by

(b) "Area Outage". An area outage occurs when cable or equipment is damaged, fails or otherwise malfunctions (collectively called "malfunctions"), and twelve or more subscribers receiving services from that section of cable or that equipment receive unusable or no service as a result of that malfunction.

(c) "Basic Service". Any service tier which includes retransmission of local broadcast signals.

(d.) "Broadcast". Over-the-air transmission by a radio or television station.

(e) "1984 Cable Act". The Cable Communications Policy Act of 1984.

(f) "1992 Cable Act". The Cable Television Consumer Protection and Competition Act of 1992.

(g) "1996~ Cable Act". The Telecommunication Act of 1996.

(h) "Cablecast". Programming (exclusive of broadcast signals) transmitted over the cable system.

(i) "Cable Programming Services". All video programming distributed over a cable television system

that is not included in basic service and for which the operator does not charge on a per channel or per program basis.

(j) "Cable System" or "System" A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service (as defined in the Cable Act) which includes video programming and which is provided to multiple subscribers within the franchise area.

(k) "Downstream Transmissions". Signals traveling from the headend to the subscriber's location.

(l) "FCC". The Federal Communications Commission.

(m) "GNP - Pi". The final Gross National Product fixed weight price index published annually by the United States Department of Commerce for the preceding year.

(n) "Headend". The electronic center through which broadcast and cablecast signals are electronically translated or modified for distribution over the cable system.

(o) Institutional Network" ("I-Net"): Dedicated channel capacity on the subscriber network consisting of fully-activated upstream and downstream, 6MHz channels, said channels for the non-commercial use of the Town and/or its departments and designees.

(p) "Modulator". The electronic equipment required to combine video and audio signals and convert them to radio frequencies (RF) for distribution over the Cable System.

(q) "Parent". (When used in reference to A-R.) Any person holding direct or indirect ownership or control of twenty percent or more of the rights or control of A-R.

(r) "Person". Any person, firm, partnership, association, corporation, company or other entity of any kind.

(s) "Premium Programming". Optional additional programming services for which a per channel fee is charged.

(t) "Subscriber". Any person law-u¹v receiving service from the cable system.

(u) "Upstream Transmissions". Signals traveling from subscriber or other originating points on the cable system to a headend or sub-headend.

(v) "Two-way Capability". The ability to transmit audio, video and digital signals upstream and downstream on the cable system.

(w) Other Definitions Any term defined in FCC rules an/or regulations as of the effective date of this franchise, but not included in the foregoing definitions, shall be incorporated herein by reference as if set forth in full, and shall be defined as appears in such rules and/or regulations.

2. Grant:

(a) The Town hereby grants to A-R and its successors and assigns the non-exclusive license for the term set forth in Paragraph "3", to erect, construct, reconstruct, maintain and operate in, upon, along a cross, above and under the present and future streets, sidewalks, alleys, utility easements, public land and places in the Town, all necessary apparatus including but not limited to poles, wires, cables, underground conduits, manholes and other cable conductors

(and fixtures necessary for the maintenance and operation in the Town of a cable television system for the interception, sale and distribution of audio, video, digital and other forms of electronic and electric signals to subscribers both within and beyond the limits of the Town.

(b) The grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License. The grant of any such additional license(s) shall be at the sole discretion of the Issuing Authority.

~~(c) In the event the Issuing Authority receives an application for a cable television license(s) that is not in compliance with the terms and conditions of this License, the Issuing Authority may, at its discretion, reject the application and require the applicant to re-submit the application at a later date.~~

(ii) Should the Licensee demonstrate that any such additional cable television license(s) are not substantially equivalent terms and conditions as those contained in this Renewal License, the Issuing Authority and the Licensee shall negotiate, in good faith, equitable amendments to the Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that another provider(s) of multichannel video programming operating in the Town is not required to be licensed by the Issuing Authority, and to the extent that any such multichannel video programmer(s) is not required to comply with substantially equivalent terms and conditions as those contained in the Renewal License, and to the extent that A-R reports to the Issuing Authority that it is at a verifiable competitive disadvantage as a result, the Issuing Authority shall convene a public hearing.

(i) At said public hearing, the issuing Authority

shall afford A-R an opportunity to demonstrate a

verifiable competitive disadvantage, if any, as a

result of A-R's requirements herein and the economic demonstration which has occurred therefrom, excluding from such demonstration data relating to areas or the Town unserved by A-R's facilities.

(ii) Should A-R demonstrate such a verifiable competitive disadvantage at said hearing, the Issuing Authority and A-R hereby agree to negotiate, in good faith, equitable amendments to the Renewal License.

(e) A-R agrees not to invoke the language of this section for one year from the date of execution of this Agreement. Thereafter, in the event this section is invoked, A-R's obligation to provide the Town with \$20,000 for video equipment associated in this Agreement shall continue and not be subject to elimination or reduction.

3. Term: The term of this Agreement shall be for a period of ten (10) years commencing as of the date execution of the Agreement by the Town.

4. A-R shall make available an Institutional Network ("I-Net") within one year of the date

of execution of this Agreement, which shall link the municipal and community buildings listed in Exhibit A attached hereto and made a part hereof, provided that A-R's cost for construction of the I-Net and provision of five (5) modulators as set forth below shall not exceed \$20,000. A-R shall have the right to pass through to subscriber such I-Net costs in any subsequent rate filing. A-R shall make available to the Town, or its designee one (1) downstream video channel and one (1) fully-activated upstream video channel on the I-Net, which channel shall be for the sole use of the Town and its various institutions. The Town shall be the sole programmer for said I-Net channel.

Said I-Net channel shall be capable of video, audio, text, data and ethernet transmission between designated public school buildings. Designated users shall be able to transmit to other institutions using a modulator. Said upstream' and downstream institutional channel, as described above, shall be made available to the Town and designate-public institutions free of charge.

A-R shall provide, free of charge, one outlet to those public buildings and public institutions along its cable

routes, designated by the Town and listed in Exhibit 5, attached hereto and made a part hereof. The Town may request additional outlets for public buildings and public institutions along the route of the existing residential network. Connections to said I-Net shall be completed within ninety (90) days of the completion of the I-Net construction as set forth in Exhibit B. Any subsequent I-Net connections will be completed within 90 days after a request from the Issuing Authority. A-R shall discuss the location of each connection with the proper official(s) ,~ each of the buildings/institutions designated to receive a drop, prior to the installation of such a drop.

A-R shall install, at its sole cost and expense, ten (10) upstream origination points identified in Exhibit A.

In order that upstream transmissions can emanate from said ten (10) upstream origination points, A-R shall provide to the Town, five (5) modulators. A-R shall consult with the Town and/or his designee concerning the technical specifications of said modulators prior to purchasing said modulators for the Town. A-R shall make each said modulator(s) available to the Town upon the Town's written

request(s) . A-R shall make each of said modulators available promptly.

All remote video programming shall be modulated, then transmitted to the headend to facilitate routing. All switching shall be done by A-R at its sole cost and expense.

A-R shall provide a reasonable amount of free technical advice to I-Net users concerning I-Net transmission and interface devices such as modulators, decoders, switches, modems and converters.

A-R shall have the sole responsibility for maintaining the I-Net, including the modulators and decoders, for the term of this Renewal License, including all necessary inspections and performance tests. Nothing in this Renewal License shall be interpreted to obligate or require A-R either to provide any services on the I-Net, or to provide any equipment or facilities, other than those explicitly required herein or necessary to provide activated channel capacity for the operation of the I-Net. The Town shall have the sole responsibility for the development and all future applications of said I-Net.

5. Exercise of Reasonable Police Power:

Nothing contained herein shall in any way be deemed to limit the right of the Town to adopt, in addition to the provisions of this Agreement and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its reasonable police power, provided, however, that such regulations are reasonable and are of general applicability to all similar users of the public roads and ways within the Town.

6. Public, Educational and Governmental Access

("PEG") /LO Programming

(a) A-R agrees to purchase forty two thousand dollars (42,000), including taxes, worth of PEG Access and LO Equipment and facilities as follows:

Year two of the Renewal License - \$27,000

Year three of the Renewal License - \$15,000

A-R shall have the right to pass through such costs to subscribers in a subsequent rate filing.

(b) A-R agrees to provide technical assistance to the Town, at no charge, in connection with the Town's design and construction of a cablecast and production facility.

7. LEAP Commitments

(a) A-R shall agree to the establishment by the Town of the Lunenburg Educational Access Programming Committee (hereinafter referred to as "LEAP") and agrees to make payments to the Town Treasurer for deposit in a separate fund, as follows:

(b) A-R shall provide an annual payment to the LEAP, on September 1st of each year, for educational access equal to 0.75% of A-R's gross annual revenues from the Lunenburg System, less all applicable franchise fees payable to the Town. Said 0.75% shall in no case include applicable State licensee fees, which fees A-R shall pay for, at its sole cost, for the entire term of this Renewal License.

(c) The Lunenburg Educational Access Programming Committee (LEAP) shall consist of (1) member of the Board of Selectmen, (3) members of the Cable Advisory Committee, (2) representatives of the School System, and (1) representative from the Lunenburg School Committee or its Licensee. The

committee shall meet annually at a minimum, and more often if necessary at a mutually convenient date and time to be determined by the Cable Advisory Committee Chairmen. The purpose of the meetings will be to review proper disbursement of funds to determine appropriate subject matter for programming.

(d) The funds collected from A-R will be under the control of the Lunenburg Educational Access Programming Committee, in conjunction with the Town Treasurer. These funds shall be specifically designated for use in maintaining the video production equipment, purchase of media materials, and to support the production or local video programming which is beneficial to the Town.

(e) Workshops in video production will be designated by A-R and offered at no cost to Lunenburg residents.

8. Conditions of Occupancy of Sidewalks and Streets:

(a) All street area sidewalks disturbed or damaged the construction or maintenance of said cable lines and other appurtenances and all other property damaged or destroyed by A-R shall be promptly repaired or replaced by A-R at its expense in accordance with Town specifications

committee shall meet annually at a minimum, and more often if necessary at a mutually convenient date and time to be determined by the Cable Advisory Committee Chairmen. The purpose of the meetings will be to review proper disbursement of funds to determine appropriate subject matter for programming.

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(a) All street area sidewalks disturbed or damaged in the construction or maintenance of said cable lines and other appurtenances and all other property damaged or destroyed by A-R shall be promptly repaired or replaced by A-R at its expense in accordance with Town specifications

and to the Town's reasonable satisfaction. In the event that repairs to public property have not commenced within 24 hours of the Town's notifying A-R of such damage, or A-R has not made diligent efforts to promptly complete such repairs, the Town shall have the right to repair the damaged property and bill A-R, at the Town's cost.

(b) A-R shall have the right to attach its wires to existing poles owned by the Town or any agency of the Town without payment or annual rental fees, provided A-R shall pay in advance for all costs of rearrangement of existing wires necessary to achieve clearances as specified by the National Electrical Safety Code, and provided further that all such poles are identified and inspected by the Town's engineer prior to any attachments.

(c) A-R shall have the right and authority, to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, public utility easements, sidewalks, and public places in the Town so as to keep the same clear of its poles wires, cables conduits, and fixtures. in complying with this section, A-r shall avoid all unnecessary damage and injuries to trees,

structures and improvements in and along the routes authorized by the Town.

(d) If any time during the term of this franchise the Town shall lawfully elect to alter or change any street, alley, easement, or other public way requiring the relocation of the facilities of A-R, then in such event, A-R, at its expense, upon at least thirty (30) days written notice by the Town, shall, to the extent necessary to accommodate the change, remove, relay and relocate its facilities.

(e) A-R shall, upon the request of any person wishing to move a building or other similar large object, temporarily raise or lower its wires to permit such moving. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and A-R shall be given not less than five (5) working days advance notice to arrange for such temporary wire changes.

A-R shall have the right to demand a deposit by certified check equal to the reasonable estimated cost of such temporary rearrangement of its plant and facilities at least two (2) full working days prior to temporary wire

changes. The Town and A-R shall each promptly notify the other upon receipt of notice from any third party that he or she plans to move a building or other similar large object. The Town agrees that, to the extent permitted by Law, issuance of permit to any person wishing to move a building or other similar large object. The Town agrees that, to the extent permitted by Law, issuance of a permit to any person wishing to move a building or other similar large object shall comply with the procedures of this section. Upon completion of the move, A-R shall present a final bill to the person moving the house or object.

9. Compliance with Applicable Laws:

- (a) All applicable federal and state laws, rules and regulations as of the effective date hereof, are deemed to be part of this franchise.

10. Indemnification of Town:

- (a) A-R hereby agrees to indemnify and hold harmless the Town, its officers agents, and employees for and from any and all claims, losses, costs, expenses, demands, and judgments (including but not limited to reasonable legal fees and expenses) and any other liability for which the

Town can or may be held liable either directly or indirectly by reason of and/or arising out of the installation, construction, operation and/or maintenance of the cable system herein authorized, and it is a condition of this Agreement that the Town shall not and does not, by reason of the franchise granted herein, assume any liability whatsoever either to person, persons and/or property on account of same, provided that A-R shall have no liability from claims arising out of or resulting from the negligence or recklessness of the Town, its officers, agents or employees. Upon receipt of notice in writing from the Town, A-R shall at its own expense defend any action.

(b) A-R shall file and maintain with the Town throughout the term of this Agreement, a certificate of insurance issued by a company authorized to do business in The Commonwealth of Massachusetts, reasonable and satisfactory to the Town, evidencing A-R's insurance with respect to the installation, construction, maintenance and cooperation of the cables, appurtenant devices thereto, and building connections herein authorized in the following amounts: (1) for bodily injury including death in (a) the

minimum amount of \$1,000,000 for any one person, or occurrence, and an umbrella policy in the minimum amount of \$5,000,000; (2) for property damage in the minimum amount of \$1,000,000; (3) for automobile liability in the minimum amount of \$5,000,000; (4) workers compensation, including disability benefits and any other legally required benefits in statutory amounts. A-R shall name the Town as an additional insured. Such certificate of insurance shall contain an endorsement stipulating that the coverage's afforded by the policies will not be canceled or modified, without thirty (30) days prior notice to the Town. Such endorsement shall not change A-R's obligation hereunder to maintain continuous insurance coverage as described above.

11. Removal of Facilities:

Upon expiration, termination or revocation of this franchise, A-R, at its sole cost and expense and upon direction of the Town, shall remove the cables and appurtenant devices constructed or maintained in with the services authorized herein, unless A-R, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation connection

obtain certification from the FCC to operate an Open Video System or any other federal or state certification to provide telecommunication services.

12. Operation, Service and Maintenance of System:

(a) A-R shall construct its cable system using materials of good and durable quality and all work involved in the construction, installation, maintenance and the repair of the system shall be performed in a safe, thorough and reliable manner.

(b) All technical specifications and the operation of the Systems shall at all time conform to the specifications established by the Federal Communications Commission ("FCC"), the National Electrical Safety Code and any State regulatory agency with jurisdiction.

(c) The signal of any television or radio station carried on A-R's Cable System shall be carried without material degradation in quality within the limits imposed by the nature of the technical equipment used in A-R's Cable System, and as set by the FCC. A-R's Cable System shall be operated so that there will be no interference with television reception, radio reception, telephone

communications, or other installations which are now installed and in use by the Town or any public utility serving the Town.

13. Line Extension Procedures For Residential Subscribers:

(a) The Cable System shall be extended automatically, at A-R's sole cost and expense, from existing cable plant to any and all areas of the Town containing twenty five (25) residential homes per mile of aerial cable plant or fractional proportion thereof. In the event a contractor for a new development has provided underground conduit for cable installation at no cost to A-R, said underground aerial shall be considered the same as aerial construction for all purposes herein. A-R agrees to complete all construction by the end of the third month- following notification from the Town, provided that A-R has obtained all permits, and licenses necessary to complete construction. A-R agrees to provide the Town, upon request of the Town Board of Selectmen, copies of its applications for licenses and permits required to commence construction. A-R agrees to diligently pursue applications for any such

permits and license. A-R agrees to complete wiring of all the streets listed on Exhibit C, attached hereto, in accordance with the schedule contained therein.

(b) In the event that a street is fully developed on both sides but, because of zoning bylaw requirements or the existence of express large lot usage's such as farms or large residential properties, the number of dwelling units cannot reach twenty-five (25) per aerial strand mile or thirty (30) per underground mile of cable, A-R shall build down to abutting areas where there are a minimum of seventeen (17) dwelling units per aerial strand mile of cable and twenty (20) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line and where the developer or building contractor has installed conduit for underground cable, and has given A-R reasonable notification of joint trench construction. Exhibit C attached hereto contains a list of the initial line extensions to be constructed by the Licensee. This density standard shall not apply to seasonally occupied dwellings units or dwelling units for which provision of service would require the Licensee to incur unusual construction (e.g.

ledge) or easement costs. Such extensions shall be commence within six (6) months of notification to A-R by the Town that an area has met the minium density standard set forth herein.

(c) In the event that A-R rebuilds its cable system in the Town, A-R will make its best efforts to extend trunk or feeder, to areas of the Town that currently can only be served through a third line extender.

14. A-R ~~shall not be required to provide service to~~ Line Extension For Commercial Establishments: to any commercial establishments in the Town; provide, however, that A-R shall provide service to such commercial establishments upon reaching a reasonable agreement regarding terms and costs of initial installation, including any line extension costs, at the sole expense of such commercial establishments.

15. Restoration of Damage:

A-R, at its sole expense, shall restore all damage to public property caused by the construction, operation, maintenance or repair of the cable system. Such restoration

shall be made as soon as practicable after completion of work necessitating the restoration, and shall be done in a manner approved by the Town.

In no event shall such restoration be made later than ten days, weather permitting, after A-R's receipt of notification from the Town unless otherwise mutually agreed by A-R and the Town; provided, that if any such damage involves pavements, curbs, sidewalks, driveways, water mains, storm or sanitary sewers or other public facilities, the damage shall be repaired to the Town's satisfaction within 48 hours. In the event that the aforesaid repairs to public property have not commenced within 48 hours of the Town's notifying A-R of such damage, or A-R has not made diligent efforts to promptly complete such repairs, the Town shall have the right to repair the damaged property and bill A-R, for the Town's cost.

16. Subscription Rates:

- (a) Subscription to the services herein authorized shall be wholly voluntary and optional to the residents of the Town.
- (b) The rates as of the date of this agreement for services available for subscription are annexed hereto as

Exhibit D. A-R shall notify the Town and all subscribers of (any change in subscriber rates, and any substantial change in programming or channel positions, thirty (30) days prior to its implementation.

(c) The rates set forth in Exhibit D for the stations which comprise the Basic Service, as well as the rates for equipment, including converters, remotes and additional outlets, may be increased only in accordance with the 1992 Cable Act and the 1996 Cable Act, and any orders of the FCC, the Massachusetts Community Antenna Commission, or any other agency or body with legal jurisdiction to do so.

(d) The rates set forth in Exhibit D for Cable Programming Services may be increased, at the option of A-R, upon thirty (30) days advance notice to the Town. Rates for Cable programming Services are subject to -CC regulation and possible rollback in response to specific complaints.

(e) all other rates may be increase, at the option of A-R, upon 30 days advance notice to the Town.

(f) In the event the relevant provisions of the 1992 Cable Act or 1996 Cable Act are modified, declared unconstitutional, repealed or otherwise restricted,

Cablevision reserves the right, consistent with the terms of the 1992 Cable Act and 1996 Cable Act as subsequently modified, amended or restricted, to change its rates for Basic Service, equipment or Cable Programming Services upon providing the Town and the subscribers with thirty (30) days advance notice.

17. Performance Bond:

(a) Performance Bond. A-R shall obtain and maintain during the entire term of the franchise, at its sole cost and expense, and file with the Town, an irrevocable performance bond, to guarantee the faithful performance by A-R of all of its obligations under this franchise. Such performance bond shall be in the amount of \$15,000. In the event that A-R rebuilds the cable system. in the Town, the Performance Bond shall be increased to \$50,000 during the period of construction. The Performance Bond will be reduced to \$15,000 upon completion of construction.

(b) Conditions. The performance bond shall provide, but not be limited to, the following conditions:

(i) There shall be recoverable by Town, jointly and severally from the principal and surety, any and all penalties due to Town and any and all damages, losses, costs and expenses suffered or incurred by Town resulting from the failure of A-R to comply with one or more provisions of the franchise; provided that no demand shall be made on the bond unless and until the Town has found A-R to be in default of this Agreement in accordance with the provisions of Paragraph 16(a).

(ii) Not less than thirty days' prior notice to Town shall be provided of A-R's intention to cancel, materially change, or not to renew the performance bond. Such notice shall not change A-R's obligation hereunder to maintain a continuous performance bond as described above.

(c) Forfeiture. The total amount of the bond shall be forfeited in favor of Town in the event:

(i) A-R abandons the cable system or any part thereof at any time during the term of the franchise; or

- (ii) there is any change in ownership of the cable system except in compliance with state law.

18. Consumer Complaint Procedure. A-R agrees to abide by the following terms and conditions and the customer service provisions of the rules and regulations promulgated by the Massachusetts Community Antenna Television Commission regarding its operations continuously throughout the term of this Franchise Agreement.

(a) Office. A-R shall maintain an office within the Town or in an adjacent community to the Town in a place reasonably accessible to residents of the Town.

(b) Telephone. A-R shall provide Town residents with a toll free telephone number for calling the company's customer service department.

(c) A-R shall comply with the FCC's customer service obligations, codified at 47 CFP 76..309, as may be amended from time to time, which standards are attached hereto, and incorporated herein as Exhibit F.

19. Assignment:

This Franchise or any renewal Franchise may not be transferred or assigned without the prior written consent of

the Town which consent shall not be arbitrarily or unreasonably withheld. Such consent shall be given only upon written application therefore on forms prescribed by the Massachusetts Community Antenna Television Commission and/or the FCC, and after complying fully with regulations of the FCC or the Massachusetts Community Antenna Commission, or any other body with jurisdiction governing such transfer or assignment.

20. Termination of Franchise:

(a) In addition to all other rights reserved to the Town under this franchise, or by law, and not in substitution thereof, the Town reserves the right to terminate this franchise, in the sole discretion of the Board of Selectmen in the event that A-R shall be in default of or fail to comply with any material term, condition, requirement or limitation contained in this franchise.

(b) A-R shall not be declared in default of any provision contained herein unless A-R shall have been notified by the Town, in writing, of the condition or act for which a violation is alleged. A-R shall have a period of thirty (30) days in which to cure such condition or act,

or in the event that by its nature, the condition or act cannot be cured within such thirty (30) day

period, to take reasonable steps to cure such condition or act. Thereafter a default shall be declared only by resolution of the Board of Selectmen after publication of public notice, the giving of notice to A-R and the granting to A-R of an opportunity to be heard.

21. Free Connections:

(a) Free installation and free basic service to one outlet shall be provided to each municipal office building, police station, fire station, library and school within the Town (hereinafter singly or collectively referred to as the ("Premises")) . Where such Premises consist of more than one building, only one installation shall be made. in cooperation with A-R, and in accordance with A-R's technical specifications, such Premises may install additional outlets within the Premises at their own cost. In such event, there shall be no monthly basic service charge for the additional outlets.

(b) As used in this Agreement, the terms:

(i) "school" shall mean those public educational institutions within the Town accredited by the Commonwealth of Massachusetts;

and

(ii) "library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

22. Parental Control:

A-R shall make available to any subscriber so requesting, a "parental guidance or 'lockout device' which will permit the subscriber, at his or her option, to eliminate comprehensible reception of any or all of the pay cable channels. A-R may charge a reasonable amount for this device.

23. Providing Equipment:

Except where a different period of time may be specifically set forth above, A-R shall provide all hardware and services referred to in paragraph 22 above within six

is executed, or, with respect to newly constructed Premises, within six (~) months of a *request* for connection.

24. Franchise Fee:

- (a) The annual license fee payable to the Town shall be Fifty Cents per subscriber, with the minimum of Two Hundred Fifty Dollars.

The annual payments of such license fee shall be based upon the number of subscribers listed on the books of the Licensee as of December 31 of each year during the term of the License and shall be payable on or before March 31 of each year during the term of the License.

(b) Accompanying the annual payments to the Town, the Licensee shall submit a report listing the calculation of the amount of those payments. The Issuing Authority may elect, upon the Town's receipt of said payments and report, at its own expense and upon reasonable advance notice, to audit the accounts of the Licensee from which the amounts have been derived, for the preceding year and/or the current year.

25. Reports of Information:

Licensee shall file annually with the State Massachusetts Cable Antenna Television Commission (the

27. Force Majeure:

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation of default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: strikes, acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

28. Severability:

In the event that any provision of this Agreement should be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

29. Compliance with State Law:

A-R will comply with the following state statutes for the time they are in effect. These statutes *are* included in the Agreement for reference purposes only, and are not to be construed as separate contractual commitments:

a) : A-R shall not engage directly or indirectly in the business of selling or repairing television Cr radio sets. (c.166a 5(h)).

b) Prohibition of Removing Television Antennas: A-R shall not remove any television antenna Cf any subscriber but shall, at cost, offer to him Cr her and maintain an adequate switching device to allow the subscriber to choose between cable and non-cable reception (C.166A 5(h)).

c) Signal Transmission: Whenever it transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of subscribers, A-R shall at least one month prior to such transposition notify its subscribers in writing of such transposition and provide them with a marker suitable for mounting on television

receivers indicating the fact of such transposition.

(c.166A, 5(i)).

d) Equal Time for Political Candidates: If A-R permits any person who is a legally qualified candidate for any public office to employ the facilities of its system or originate and disseminate political campaign material, it shall afford equal opportunities to all other such candidates for the same office to use such facilities to originate and disseminate any view concerning a controversial issue of public importance, and shall afford reasonable opportunity for the presentation over its facilities of contrary points of view. The Commission shall be guided by and its decisions shall be consistent with those of the Federal Communications Commission under similar provisions of the communications Act of 1934, as amended and the policies established by the Federal Communications Commission. (c.166A, (j))

e) Service Interruption: In the event A-R's service to any subscriber is interrupted for twenty-four or more consecutive hours, it will grant such subscriber a pro rata

EXHIBIT A

Lunenburg Renewal

Municipal Buildings to Receive I-Net Drops and Origination Points

1. Town Hall
2. Lunenburg High School Police and Fire Departments
4. Turkey Hill Middle School Elementary School
6. Highway Garage Superintendent of Schools

8.Libraay

9.Eagle House

10.Primary School

EXIHBIT B

Lunenburg Renewal

Municipal Buildings to Receive I-Net Drops and Origination Points

1. Town Hall
2. Lunenburg High School Police and Fire Departments
4. Turkey Hill Middle School
5. Elementary School
6. Highway Garage
7. Superintendent of Schools
8. Library

9. Eagle House
10. Primary School

SEE ATTACHED EXHIBITS.